

UNITED ASSOCIATION LOCAL 324 INDUSTRIAL AGREEMENT

ARTICLES OF AGREEMENT mutually entered into

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

on its own behalf and on behalf of its members who have authorized CLR to execute this agreement and who are set forth in the Schedule attached hereto, and those members added from time to time by notice given to the Union as
PARTY OF THE FIRST PART

AND:

LOCAL UNION NO. 324 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

As PARTY OF THE SECOND PART

May 1, 2004 to April 30, 2010

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Under the terms of this Collective Agreement, an industrial project shall be defined as manufacturing and production plants such as pulp mills, sawmills, chemical plants, refineries and munitions plants, mining (including offshore drilling platforms and rigs) and transmission facilities, which include metre stations, pumping stations, compressor stations and tank farms and electric power generating plants. This definition shall not include commercial plants such as bakeries, laundries, dairy plants, poultry plants, breweries, meat processing plants, clothing manufacturers, pollution control centres, etc. No rig welder (owner operator) shall work on an industrial project. (Prior to work commencing on offshore drilling platforms and rigs, wages and conditions for divers will be negotiated by the parties for the term of this Agreement.) Any disagreement in the interpretation of this paragraph shall be referred to the Joint Conference Board.

For purposes of this Agreement, plumbing and heating installations (excluding process boilers) for comfort purposes as well as camp installations and administration buildings shall not be considered industrial work.

As a condition of signing this Agreement, the Employer agrees to execute the Commercial Agreement and the Service Agreement should the Employer engage in work falling under either Collective Agreement.

Articles of Agreement made and entered into between the CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA as Party of the First Part and LOCAL UNION 324 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA as Party of the Second Part: with a view of promoting the business of heating, sanitation, gasfitting, oil burning, stoker installations and all pipe fitting installations for the conveying of liquids and air; to organize those persons who are qualified therein in order to allow these trades to insure a standard of efficiency for the protection of the public and for those persons engaged in such business, by the establishing and maintaining of fair conditions and settling of differences which may arise between those who are parties to this Agreement and to maintain industrial peace. The parties to this Agreement also intend to use training programmes and new means and methods of production to increase annual available working hours, increase industry productivity and better the standard of living for all persons engaged in this industry.

It is recognized that the Employer has the right and responsibility to direct and manage his business and shall do so in accordance with the provisions of this Agreement.

ARTICLE 1.00 -- BARGAINING AUTHORITY

- 1.01** The parties agree that this Agreement is binding upon the Construction Labour Relations Association of British Columbia on behalf of its members who have authorized the Association to conclude a Collective Agreement on their behalf with Local Union 324 and each and every one of its members. For the purposes of this Agreement, the Party of the First Part is designated and recognized by the Party of the Second Part as the sole agent and authority for bargaining. The Party of the Second Part agrees that the Party of the First Part shall solely represent each and every of its members in respect of any dispute, grievance, question, negotiation, matter or thing pertaining to or arising out of this Agreement and that no direct bargaining, negotiation or discussion shall take place between individual Employers and the Party of the Second Part, except at the direction of the Party of the First Part and except as provided in this Agreement.

ARTICLE 2.00 -- HOURS OF WORK AND SHIFT WORK

- 2.01 (a)** On the first shift or regular day shift, the hours of work shall be from 8:00 a.m. to 4:30 p.m. from Monday to Friday inclusive, with one-half (½) hour for lunch. No Employee shall be employed for more than forty (40) hours per week without the sanction of the Business Manager or Business Representative of the Local Union. Overtime sanction shall not be unreasonably withheld.
- (b)** The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or the Tuesday through Friday period.

Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When a fifth (5th) day is worked, the first ten (10) hours shall be paid at one and one-half (1-1/2) times the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two (2) times the applicable rate of pay.

If the Employer exercises an afternoon or night shift on the compressed work week format, afternoon or night shift premium will apply.

Where the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the preceding Thursday shall be the observed day off, unless varied by mutual consent. Where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the following Tuesday shall be the observed day off, unless varied by mutual consent. When a statutory holiday falls in the work week, the Union and the Employer shall mutually agree to the work schedule for that week.

- (c) It is mutually agreed that the starting and stopping time may be varied by one (1) hour, earlier or later than the normal 8:00 a.m. start, at the Employer's discretion.
- (d) On Industrial jobs, the starting and stopping times shall be at the tool lock-up or lunchroom (for non-camp jobs).

2.02 All work done in excess of these hours shall be considered overtime and paid for at one and one-half (1-1/2) the regular rate of pay for the first two (2) hours Monday through Friday and double time thereafter. An Employee shall receive payment at the rate of double time for all time worked on Saturdays, Sundays, New Year's Day, the Third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding British Columbia Day, British Columbia Day, the Friday preceding Labour Day, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day, Boxing Day or any day that may be declared a holiday in the future by the Government of Canada or by the Government of the Province of British Columbia.

Any holiday falling on Saturday or Sunday shall be observed the following work day(s). No Employee shall be required to work on Labour Day, except for the preservation of life or property.

No Employee shall work more than sixteen (16) hours on any one (1) shift unless it is for an emergency situation.

2.03 An Employee who reports for work and for whom no work or less than four (4) hours' work is available, shall receive not less than four (4) hours' pay at the prevailing rates, unless he has been notified by the Employer before leaving home not to report. No call out on any day (Saturday and Sunday included) shall be paid at less than four (4) hours at the prevailing rates on any work. An Employee who commences work on the second half of his shift and is sent home for any reason by the Employer shall be paid for the remainder of this shift at prevailing rates.

2.04 More than one (1) shift may be worked at straight time on afternoon and graveyard shifts, only if continued for three (3) consecutive working days.

2.05 Shift work and approximate size of crews are to be established before commencement of same. If an Employee does not work the required number of shifts he shall be entitled to the overtime rates for hours worked only.

2.06 Afternoon shifts shall be eight (8) hours' pay for seven and one-half (7-1/2) hours worked and shall not extend past midnight. Overtime rates will be paid after midnight or after the Employee has worked seven and one-half (7-1/2) hours if the shift ends before midnight.

2.07 Graveyard shifts shall be eight (8) hours pay for seven (7) hours worked.

2.08 All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at the rate of double time. No Employee shall be permitted to work two (2) consecutive shifts.

If an Employee is required to work before an eight (8) hour break occurs he will be paid overtime rates until such time as an eight (8) hour break occurs.

Shift Appendix "A"

One, Two or Three Regular Shifts

This schedule shall be applicable from 12:01 a.m. Monday to 12:00 midnight Friday. On Saturdays, Sundays, and recognized holidays, overtime rates shall apply. Shift differential on Saturday, Sunday and recognized holidays shall be paid at the prevailing rate.

1st Shift:

Commence	@ 7:30 a.m. to 11:30 a.m.	4	hours
Meal	@ 11:30 a.m. to 12:00 p.m.	0	hours
Commence	@ 12:00 p.m. to 4:00 p.m.	4	hours
TOTAL 8 HOURS			

2nd Shift

Commence	@ 4:00 p.m. to 8:00 p.m.	4	hours
Meal	@ 8:00 p.m. to 8:30 p.m.	0	hours
Commence	@ 8:30 p.m. to 12:00 a.m.	3.5	hours
TOTAL 7.5 HOURS + 0.5 HOUR SHIFT DIFFERENTIAL = 8 HOURS			

3rd Shift

Commence	@ 12:00 a.m. to 4:00 a.m.	4	hours
Meal	@ 4:00 a.m. to 4:30 a.m.	0	hours
Commence	@ 4:30 a.m. to 7:30 a.m.	3	hours
TOTAL 7 HOURS + 1 HOUR SHIFT DIFFERENTIAL = 8 HOURS			

Scheduling of Shifts:

- (a) The Employer may schedule an afternoon and /or night shift if/as required.
- (b) Three (3) consecutive days shall be necessary to constitute an afternoon shift or night shift.
- (c) It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.

Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Local 324 member who is employed on an afternoon or night shift. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium

Afternoon or Night Shift: Six dollars (\$6.00) per hour worked on any shift which constitute an afternoon or night shift.

Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm. shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These premiums will not be paid for Saturday, Sunday or Statutory Holidays.

One or Two Nine-Hour Shifts

		Straight Time	1.5 Time	Double Time
1st Shift - Monday through Friday				
Commence	@ 8:00 a.m. to 12:00 p.m.	4hrs		
Meal	@ 12:00 p.m. to 12:30 p.m.	0hrs		
Commence	@ 12:30 p.m. to 5:30 p.m.	4hrs	1hr	
TOTAL 8 HOURS + 1 HOUR @ 1.5 TIME = 9.5 HOURS				

2nd Shift - Monday through Friday

Commence	@ 5:30 p.m. to 9:30 p.m.	4hrs		
Meal	@ 9:30 p.m. to 10:00 p.m.	0hrs	1 hour	
Commence	@ 10:00 p.m. to 3:00 a.m.	4hrs		
TOTAL 8 HOURS + 1 HOURS @ 1.5 TIME = 9.5 HOURS + 9 HOURS @ \$6.00 PER HOUR SHIFT PREMIUM				

One or Two Ten-Hour Shifts

		Straight Time	1.5 Time	Double Time
1st Shift - Monday through Friday				
Commence	@ 8:00 a.m. to 12:00 noon	4hrs		
Meal	@ 12:00 noon to 12:30 p.m.	0hrs		
Commence	@ 12:30 p.m. to 4:30 p.m.	4hrs		
Commence	@ 4:30 p.m. to 6:30 p.m.		2hrs	
TOTAL 8 HOURS + 2 HOURS @ 1.5 TIME = 11 HOURS				

2nd Shift - Monday through Friday

Commence	@ 6:30 p.m. to 10:30 p.m.	4hrs		
Meal	@ 10:30 p.m. to 11:00 p.m.			
Commence	@ 11:00 p.m. to 3:00 a.m.	4hr	2hrs	
Commence	@ 3:00 a.m. to 5:00 a.m.			
TOTAL 8 HOURS + 2 HOURS @ 1.5 TIME = 11 HOURS + 10 HOURS @ \$6.00 PER HOUR SHIFT PREMIUM				

One or Two Eleven-Hour Shifts

		Straight Time	1.5 Time	Double Time
1st Shift - Monday through Friday				
Commence	@ 8:00 a.m. to 12:00 noon	4hrs		
Meal	@ 12:00 noon to 12:30 p.m.	0hrs		
Commence	@ 12:30 p.m. to 4:30 p.m.	4hrs		
Meal	@ 4:30 p.m. to 5:00 p.m.	0.5hrs		
Commence	@ 5:00 p.m. to 8:00 p.m.		2hrs	1hr
TOTAL 8.5 HOURS + 2 HOURS @ 1.5 TIME + 1 HOUR @ 2 TIME = 13.5 HOURS				

2nd Shift - Monday through Friday

Commence	@ 8:00 p.m. to 12:00 mid.	4hrs		
Meal	@ 12:00 mid. to 12:30 a.m.	0hrs		
Commence	@ 12:30 a.m. to 4:30 a.m.		2hrs	2hrs
Meal	@ 4:30 a.m. to 5:00 a.m.	0.5hrs		
Commence	@ 5:00 a.m. to 8:00 a.m.			3hrs
TOTAL 4.5 HOURS + 2 HOURS @ 1.5 TIME + 5 HOURS @ 2 TIME = 17.5 HOURS				

2.09 In the event an Employee is required to work overtime past the hour of 12:00 o'clock midnight and his Employer instructs that he takes an eight (8) hour break so that double time rates would not apply the following day, the Employee's time shall start at the regular starting time of 8:00 o'clock a.m. For example, an Employee works until 3:00 o'clock a.m., takes an eight (8) hour break, starts work at 11:00 o'clock a.m. and will be paid from 8:00 o'clock a.m. at straight time rates. If an Employee does not return to work after the eight (8) hour break he shall be paid his regular rate of pay up until the eight (8) hour break occurred.

2.10 Overtime Lunch Period

When overtime is required in excess of regular hours on the shift, exceeding two (2) hours Employees shall receive one-half (½) hour lunch period at straight time rates. For each additional four (4) hours of work the Employer shall supply lunch at no loss of time.

2.11 Time Off for Union Business

Employees serving on the Joint Conference Board and various Union Committees or as Trustees of the various funds covered by the terms of this Agreement shall be allowed time off to attend to Union business after making arrangements with the Employer.

ARTICLE 3.00 -- PRE-JOB CONFERENCE

3.01 If a pre-job conference is deemed to be necessary it will be held in the city of Victoria. The final conclusion as to whether or not the pre-job conference is necessary will be left to the Joint Conference Board.

ARTICLE 4.00 -- ROTATION OF WORK

4.01 The Party of the First Part agrees that for the proper observance of the terms of this Agreement its members shall endeavour to provide a more equitable distribution of the work and on contracts where it is possible that a system of rotation of the men be established. This will be worked out in co-operation with the Business Representative and Joint Conference Board.

ARTICLE 5.00 -- TRAVEL TIME AND ALLOWANCE

5.01 When working outside the free travel zones (described in Article 6) the member and/or Apprentices shall report to the actual work site as directed by his Employer at 8:00 a.m. (or the beginning of his work day) and shall remain at the site of the actual work for his full work day, working eight (8) hours on the job or more if overtime in accordance with the Agreement is involved (or less in accordance with the Agreement when shift work is involved).

5.02 If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board, he shall be paid the full day's travel expense allowance in accordance with this Clause, but only wages for time actually worked.

5.03 If the Employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job, he shall be paid the full day's travel expense allowance and wages for the day of the accident.

5.04 It is only the intent of this Article that each Employee be paid once and only once each day for the travel time and expense involved.

5.05 The responsibility for method of transportation and resultant expense is solely that of the Employee.

- 5.06** In going to work outside the five (5) mile circle from City Hall and returning daily, men shall be paid for the time consumed between this point and the job, providing they are on the job eight (8) hours.
- 5.07** Where Employees are requested to use their own cars by the Employer they shall receive an allowance of thirty-six cents (\$0.36) per kilometre. If living closer to job than distance from shop to job, such lesser mileage shall apply.
- 5.08** The Employer has the sole prerogative of determining in each individual case whether or not the job is to be ruled an "out-of-town" job, in which case the provisions of Article 6 will apply and the Union will be notified.

ARTICLE 6.00 -- BOARD AND TRAVEL ON OUT-OF-TOWN JOBS

- 6.01** The free zone of travel in the Victoria area shall be confirmed to include all areas contained within the corporate city limits of the City of Victoria. The parties agree that where the Employee lives within forty (40) road kilometres from the job, the Employee will be paid on the basis of thirty-four dollars (\$34.00) for the round trip travel distance driven per day worked, (effective May 1, 2007, thirty-six dollars (\$36.00) and effective May 1, 2009, thirty-eight dollars (\$38.00) for the round trip distance per day worked.) It is recognized by the parties that the onus is on the Employee to properly declare the location of residence at time of hire for income tax purposes related to these provisions.
- 6.02** Where the Employee lives between forty-one (41) and ninety (90) road kilometres from the job, the Employee will be paid on the basis of seventy dollars (\$70.00), for the round trip travel distance driven per day worked. The parties further agree, that if Employees within this forty-one (41) and ninety (90) kilometre distance from the job, are required to work a shift or eleven (11) hours or greater, they shall have access to one of the following options for the duration of that schedule if their residence is beyond fifty (50) kilometres from the job.

For Employees traveling from beyond ninety (90) kilometres from the job, and where there is no camp accommodation, the Employee shall either choose:

- (a) Living out allowance on the basis of \$90 per day, or
- (b) First class room plus \$50.00 per day meal allowance.

These options to be on a seven (7) day per week basis.

It is agreed by the parties, that the ninety dollars (\$90) LOA will increase by five dollars (\$5.00) effective May 1, 2007 and by five dollars (\$5) effective May 1, 2009. No other costs will be borne by the Employer for Employees choosing this option. The parties further agree that the meal allowance on option (b) will increase to fifty-two dollars and fifty cents (\$52.50) per day effective May 1, 2007; and effective May 1, 2009 to fifty-five dollars (\$55.00) per day.

It is further agreed by the parties that under the room plus meal allowance option, if the Employer supplied accommodation is more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometre formula in Article 5 measured from the accommodation to the forty kilometre zone and back to the accommodation.

It is recognized by the parties that the onus is on the Employee to properly declare the location of residence at time of hire for income tax purposes related to these provisions.

Effective April 1, 1998, any Employee who qualifies under Section 6.05 as a bona fide resident of his employment area and the job is outside the five (5) road miles from the main post office shall receive the lesser of a daily travel allowance from the five (5) road miles or room and board payments. The travel formula mentioned in Article 5 of this Agreement shall apply when tabulating travel time and expense outside the road miles from the main post office of the city or town where the resident has his permanent domicile.

6.03 Employees working in a local shop for two (2) continuous work weeks prior to an industrial job starting and who qualify as residents under Section 6.05 may work on an industrial job and not be entitled to travel time and expense from Victoria or free room and board, but shall be paid in accordance with Article 5.

Where the above crew is reduced during the term of the job on work performed under this paragraph, the Employer has the right to replace Employees with other bona fide local residents without penalty.

Where other Employees are required, in addition to those already on the payroll of the Employer, on the specific project two (2) continuous weeks prior to the job starting, then, in this case, such Employees on such work shall be treated as if they were residents of Victoria, with the exception that resident's initial travel time and expense at the date of hire and termination shall be tabulated from the eight (8) road kilometre free zone of the city or town where their permanent domicile is located in accordance with the cents per mile formula in this Agreement.

6.04 Subject to the provisions of this Clause, qualified bona fide residents shall receive employment preference for all work in their area of permanent domicile.

6.05 To be a "bona fide" resident the following qualifications and regulations shall be conditions of this Agreement:

- (a) A resident must be a member in good standing with Local 324 at the time he is employed.
- (b) To qualify for employment on all types of work a resident must be registered on the unemployed list of Local 324 prior to being employed or rehired.
- (c) To qualify as a resident an Employee must reside within forty (40) road kilometres of the project, and his permanent residential address must be registered in the Victoria Office of Local 324 or his residency can be proven for a period of eight (8) months immediately prior to being employed.

6.06 "Maintenance work" shall mean any work performed of a maintenance, repair or renovation character within the limit of the plant property. The words "repair" and "renovation" in connection with maintenance refer to work required to restore by replacement or by revamping of parts of existing facilities to the former efficient operating conditions.

Maintenance work should not be construed to mean changes in the design of an existing plant which would cause to improve or increase the design output or production of a plant or project. This is considered new industrial work.

6.07 Notwithstanding the above provisions of Sections 6.01 to 6.12 (with the exception of Section 6.05 of this Clause) for the purpose of establishing a central hiring point in order to standardize travel time, travel expenses and room and board provisions for bidding industrial type construction, Victoria shall be accepted by the signatories to this Agreement as the point of hire for the purpose of tabulating the amount of such costs to be paid Employees.

6.08 An Employer shall designate the location of his main place of business at the time of signing this Agreement and shall not establish additional places of business for the purpose of utilizing the services of residents in areas other than where his one (1) main place of business is located, unless a new location is approved under this Clause. Otherwise, only the main place of business (head office in B.C.) shall be recognized. Employers who have two (2) legitimate places of business at the time of signing this Agreement shall have those two (2) places recognized. Employers locating businesses in more than one (1) city must indicate to the satisfaction of the Joint Conference Board that each new location is to be a permanent and legitimate place of business. The Joint Conference Board shall have the authority to recognize a new place of business for any Employer and thereby qualify the Employer under the local hiring and room and board and travel clauses.

- 6.09** In going to work outside the free zones described in this Clause the conditions in Article 5 of this Agreement between these parties will prevail.
- 6.10** Employees hired to work outside of the Employer's travel-free zone or outside the areas as determined by the Employer to be feasible for the cents-per-mile formula covered by Section 6.09 above shall be classified as working on "out-of-town work".

6.11 Traveling Expenses – Initial/Terminal Travel

- (a) Employees directed or dispatched to a project from which they do not return to their residence daily shall be paid a travel allowance for initial travel and transportation to the project and return from their designated dispatch point, based on the following:

The Employer shall pay an initial and terminal travel allowance of forty-five cents (\$0.45) per kilometre, and effective February 1, 2006 fifty cents (\$0.50) per kilometre by the most direct route to any Employee who is directed or dispatched to an out-of-town project. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. No additional payment or reimbursement for travel time or incurred expenses shall be required.

- (b) The initial travel mileage shall be paid at the end of the Employee's first full shift.

(c) **Camps**

On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

- 6.12** Where Employees are boarded in camps on Industrial Projects, hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with him to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer. When the Employees' station of work is not within a reasonable walking distance from the lunch area and where meal facilities are available, transportation to the lunch area shall be provided by the Employer.

Facilities shall be considered to be available when located within fifteen (15) minutes walking distance and/or fifteen (15) minutes by Bus or similar conveyance, and the time consumed in travelling (to a maximum of fifteen (15) minutes each way) shall at the Employers' expense at straight time rates.

NOTE:

It is understood that the above time includes clean up, and that there shall be no abuse of the time described in the clause. It shall be clearly understood that once an Employee has been notified that he is violating the time prescribed, any further violations shall be subject to immediate sanction by the Employer.

ARTICLE 7.00 – EMPLOYEE VEHICLES

- 7.01** No Employee shall use his personal car for the transportation of the Employers' tools and/or materials. Ownership of a car shall not be considered as a condition of employment.

ARTICLE 8.00 – REST BREAKS

- 8.01** On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. On shifts of ten (10) hours, the Employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the time of the either rest break on one or more days. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken. Both parties agree there shall not be abuses in respect to time taken for coffee breaks.

ARTICLE 9.00 -- CAMP ACCOMMODATION

- 9.01** Camp accommodations will be those as established by the B.C. and Yukon Building Trades Council and Construction Labour Relations Association of B.C.
- 9.02** Camps standing and mobile will be built and installed and maintained by the respective trades who are members of the Building Trades Councils, A.F.L. - C.I.O. and C.F.L.
- 9.03** It will not be a violation of this Agreement if members of the Union refuse to occupy camps, standing or mobile, if the above Clause has not been adhered to.
- 9.04** **Living Away From Camp**

Where a camp is already established and an Employee wishes to live elsewhere, he shall be paid a living-out allowance of sixty dollars (\$60.00) per day seven (7) days per week.

When an Employee is absent without a reasonable excuse, living-out allowance will not be paid. To qualify for weekend living-out allowance, an Employee must work the scheduled shift before the weekend or Statutory Holiday and the first scheduled shift after the week-end or Statutory Holiday or have a reasonable excuse for absence which, if possible, was reported to the Employer prior to the absence.

- 9.05** It is recognized that the Union retains the right to process grievances for any and all matters covered under the "Camp Rules & Regulations for British Columbia and the Yukon Territories".

ARTICLE 10.00 -- WEEKEND CHECK-OUT ALLOWANCES AND TURNAROUNDS

- 10.01** Employees desiring to check out of camp Saturday, Sunday or Statutory Holidays shall receive twelve dollars (\$12.00) per day check-out where accommodation is provided in camps and fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels/hotels. Workmen must turn in their meal tickets or sign a check-out in advance to be eligible for said subsistence if Employer requests same. Weekend subsistence to be paid on regular pay days.

To qualify for weekend check-out allowances, an Employee must work the scheduled shift before the weekend or Statutory Holiday and the first scheduled shift after the weekend or Statutory Holiday or have a reasonable excuse for absence which, if possible, was reported to the Employer prior to the absence. Any disagreement shall be referred to the Joint Conference Board.

- 10.02** Effective June 14, 2002, an allowance for turnaround will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 - 500 km	\$100.00
501 - 750 km	\$200.00
751 - 1000 km	\$250.00
over 1000 km	\$325.00

The mileage will be computed from the point of dispatch. It is agreed that the above amounts will be paid once for each turnaround.

ARTICLE 11.00 -- TOILET FACILITIES, CHANGE ROOMS AND LUNCH AREA

- 11.01** The Employer shall provide a suitable heated lunch area and facilities for Employees to change and dry clothing. The lunch area shall not be used as a place to store tools and/or equipment.
- 11.02** The Employer shall supply flush toilets, wash-up facilities and hand cleaner.
- 11.03** On jobs of insufficient size or length to warrant the above conditions, this Clause shall not apply.
- 11.04** In the event that proper toilet facilities as described above are not provided, no Employee will be penalized for leaving the job in the case of necessity.

ARTICLE 12.00 -- PICK UP TIME

- 12.01** Employees terminating or being laid off for any reason on any job shall be notified at least one (1) hour in advance to pick up and return the Employers' tools or check out of camp.

ARTICLE 13.00 -- APPRENTICES

- 13.01** All Apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act, and the parties hereto agree to observe all the provisions of the said Act.
- 13.02** For each phase of the trade, every shop employing one (1) Journeyman constantly shall be allowed one (1) Apprentice, and for each additional four (4) Journeymen employed, they shall be allowed one (1) additional Apprentice. Each shop employing four (4) Journeymen or more must employ at least one (1) Apprentice. Any deviation from this must be approved by the Vancouver Island Piping Industry Joint Training Committee.
- 13.03** (a) All Apprentices, indentured or probationary, shall be listed with the Vancouver Island Piping Industry Joint Training Committee and the Office of Local Union 324.
- (b) No apprentice will be put to work in our system without entry level training of six (6) weeks. Joint Apprentice Committee to adjust selection dates to coincide with entry level training dates. Apprentices taking government apprentice training will be required to complete one (1) week enhanced UA training per year.
- (c) Apprentices will be entitled to and the portion of the pension payment equal to the portion of the journeyman wage to which they are entitled (i.e. 50% wage, 50% pension contribution). Once these apprentices obtain their government trade qualification (TQ), they will be required to work an additional year as Government Qualified Journeymen at the rates stipulated in 18.01 before being eligible for the UA Qualified Journeyman status. They will, however, be eligible for full pension contributions once the Government Qualified Journeyman status is achieved.
- 13.04** The Apprenticeship Coordinator and/or the Business Representative will periodically check the Apprentices on the jobs to determine whether or not they are being trained in the proper manner and shall do so in accordance with Article 17.01.

ARTICLE 14.00 -- HANDLING OF MATERIALS

- 14.01** Only members of Local Union 324 and duly indentured Apprentices under the B.C. Apprenticeship Act shall perform the unloading, handling or erecting and final installation of materials coming under the jurisdiction of the plumbing and pipefitting industry regardless of what type of equipment or machinery is necessary to do same. Other than the operator or the equipment or machinery, same must be manned by U.A., Local 324 members without bar or restriction.
- 14.02** The Employer shall supply to Employees the necessary rigging materials such as suitable slings (chokers), comealongs, chain blocks, hydraulic jacks or any other necessary type of material, tools or equipment required to install pipe, pipe materials, pipe hangers and supports.
- 14.03** The prefabrication of all bends with a nominal diameter of two and one-half (2-1/2) inches or less; the attaching and assembling of all pipe fittings and valves, whether welded, screwed, flanged or any other method of joining shall be performed in the field or U.A. shop subject to the following paragraph.
- 14.04** There shall be no restriction on the use of machinery, tools or appliances used in connection with the installation of work coming under the jurisdiction of the United Association, provided that if power pipe cutting and threading machines are used on the job or in the shop of a U.A., Local 324 Employer, all pipe sizes shall be cut and threaded on the job or in the shop of a U.A., Local 324 Employer. On industrial projects all power pipe machines shall be operated by Journeymen members of Local 324, and on commercial work all power pipe machines shall be operated by Journeymen or Apprentice members of Local 324, unless the Local Union Business Representative has cleared the work to be fabricated at some other designated place under the direct supervision of a member of the United Association.
- 14.05** The prefabrication of pipe formations two and one-half (2-1/2) inches and over in diameter, all lap joint work and refacing of flanges may be performed at the site of the job or in the plant of the Employer employing Building Trades Journeymen members of the United Association at the prevailing building-construction wage rates in effect wherever the Employer's plant may be situated.
- Pipe formations two (2) inches and under shall be fabricated by Building Trades Journeymen of Local 324, except where such pipe formations are part of a module or package unit and such module or package unit is U.A. made or as agreed by the Joint Conference Board.
- 14.06** The words "fabricated" or "prefabrication" shall be intended to include lead pipe formations and fittings or any other pipe formations necessary for rubberizing, acid resisting or protective coatings and also plastic or fibreglass pipe formations.
- 14.07** Members of U.A., Local 324 reserve the privilege of refusing to handle, erect or install materials fabricated under conditions other than those described in Sections 14.05 and 14.06.

Where an order is placed with a U.A. Fabrication Shop in the geographical jurisdiction of Local 324 and such order is fabricated under the terms of the Local 324 Fabrication Shop Agreements, members of Local 324 shall not refuse to install such materials and equipment.

Where an order is placed with a U.A. Fabrication Shop in the geographical jurisdiction of Local 324 and such order is given with the proper specifications and instructions and such U.A. Fabrication Shop has violated their agreement with Local 324, then Local 324 shall notify the Employer who within twenty-four (24) hours of such notice shall cancel the order or refuse to accept further deliveries until the dispute is resolved. Employees shall not refuse to install materials or equipment fabricated prior to the receipt of notice from Local 324.

- 14.08** Fabricated materials herein specified is intended to mean the assembling and fabrication of mill run pipes and fittings, pipe bends and the ordinary custom-built pipe hangers, anchors and pipe supports that are generally designed and made up on the job site and is not intended to include as "fabricated material" the regular catalogue pipe hangers, pipe clamps and catalogue special design pipe supports. Any regular or

manufactured article normally listed in a Manufacturer's Catalogue shall not be construed as being fabricated or prefabricated materials within the meaning of these Clauses.

- 14.09** On jobsites only members of Local 324 and duly indentured Apprentices shall handle the tools of the trade, and where a tool crib is established for the checking of tools used on general pipefitting or instrumentation work, this tool crib must only have Building Trades Journeymen members of Local 324 employed in same.
- 14.10** The checking and handling of pipe and piping materials in piping warehouse of the jobsite must be done by Building Trades Journeymen members of Local 324. Such men will receive appropriate training under auspices of the Piping Industry Apprenticeship Board.

When hiring specially trained Employees for work in warehouse or tool crib, preference will be given to older or handicapped Employees.

- 14.11** Manufactured tubular or ready-made metal scaffolding must be erected by members of Local 324 when same is required for the installation of piping materials unless the said scaffolding has already been erected for use by other crafts.
- 14.12** Assembling of pipe for the draining of trenches, pits, etc., must be performed by Local 324 members, when same is necessary, before piping can be installed.
- 14.13** The installation and fabrication of pipe for dewatering lines in tunnels and trenches, also piping on dewatering system whether temporary or otherwise, must be performed by members of U.A., Local 324.
- 14.14** The party of the second part reserves the right to refuse to handle or install any materials or equipment coming from persons or firms who are considered unfair to Local Union 324 or any other Local Union of the United Association or the Labour Movement or who are in any way violating the established conditions of the Industry.
- 14.16** The Party of the Second Part agrees that only materials and equipment purchased and supplied by the Parties of the First Part will be worked on and installed. The only exception to the above will be the supply of equipment for the production of the end product.
- 14.17** The Party of the First Part agrees that no portion of a contract coming under the jurisdiction of this Agreement shall be sub-contracted to a non-signer or let on a piecework basis to a non-signer of this Agreement; and the Party of the Second Part agrees that it will not permit its members to accept piecework or labour or direct assignment plus labour contracts on work covered by this Agreement.

14.18 Safety and Rigging

Every industrial project employing twenty-five (25) Employees or more from the Piping Industry must have a Rigger Foreman and he shall be paid a Foreman's rate of pay. The Rigging Foreman must correlate the work schedule for the Employees designated to rig piping materials and handle equipment. Such a Foreman shall be responsible to size the load and arrange for the proper equipment and the number of Employees necessary to perform any specific rigging job in a safe manner in accordance with Workers' Compensation Board Regulations. All mechanical rigging equipment must conform to Canadian Standards Association requirements. For every additional twenty-five (25) Employees employed from the Piping Industry and coming under the jurisdiction of Local 324 another working Rigging Foreman must be employed. For additional Rigging Foremen, Foremen in charge of Fitters and Welders may be so designated as Rigger Foremen in addition to their other duties.

Every industrial project must have at least one (1) qualified Rigger from Local 324. The Union agrees to supply competent Riggers.

- 14.19** If any Employer who signs this Agreement or upon whose behalf it is signed employs any other Employer or sub-contractor to do sub-contracts to any Employer or sub-contractor any work described in Clause 15

and/or contrary to Section 15.17, it shall be a term of such employment or sub-contract that the Employer or sub-contractor shall employ only members of Local Union 324 and shall in all other respects abide by the provisions of this Agreement.

ARTICLE 15.00 -- HIRING AND TERMINATING PROCEDURES

15.01 The Party of the First Part agrees that only members of Local Union 324 in good standing will be employed on work being installed by such parties under the jurisdiction of this Local Union. If after forty-eight (48) hours the Local Union is unable to supply qualified Journeymen, then the Employer has the privilege of employing Journeymen as required who must qualify and become members of Local Union 324 within fifteen (15) days. Piping Superintendents, General Foremen and Foremen engaged on a project must be members of Local 324. The Employer will not coerce or use any persuasive action to require any Employee to withdraw his membership from the Union.

The Party of the First Part agrees that if any Employer or sub-contractor who is not a party to this Agreement is retained by the Party of the First Part in respect to work being installed under the jurisdiction of this Local Union 324 and wherever, if such work was being done by the Party of the First Part they would be obliged to comply with provisions of Section 15.01, it shall be a term of such retainer that such Employer or sub-contractor shall agree that only members of the United Association in good standing shall be employed on such work and shall be subject in all respects to the provisions of this Agreement.

15.02 Where an Employer feels there may be a need to hire on the weekend or in an emergency situation, he shall ensure that he has an updated list of unemployed members of Local 324 and hiring will be done under the auspices of the shop steward as per the Local Union By-laws.

15.03 All Employees, including Apprentices, must have a clearance or dispatch slip from Local 324 before being hired.

15.04 The Local Union must be notified before Employees are transferred from one (1) industrial project to another.

15.05 Incompetency

Employees who are unfit for work due to being impaired (other than medical) on the jobsite may be discharged and forfeit fare and transportation consideration from the job.

15.06 When an Employee is terminated on an out-of-town job (other than Section 15.05 above) and if transportation is not available, the Employee shall return to work and/or remain on the payroll on a regular shift basis until transportation is available.

15.07 Emergency Hiring

Any Employee who is working as a potential member and who the Party of the Second Part requests that he be replaced by a member of Local 324, shall be laid off and such travelling time and expense incurred transporting the potential member to and from the job shall be paid for by the potential member.

15.08 Loitering

Members of the Union will not loiter around any shop or job. The Employer is not responsible for policing the Union members or the enforcement of this provision.

15.09 Older Workers

It shall be the policy of the Employer to endeavour where there are five (5) or more Journeymen employed by an Employer, that every fifth Journeyman shall be fifty (50) years of age or over if available.

15.10 A Job Steward shall be a working Building Trades member of Local 324 and will be under the direction of the Business Manager or Business Agent at all times. The Job Steward shall be appointed by the Business Manager or Business Agent. The Job Steward will be permitted to perform his Union duties during working hours and shall not be discriminated against. The Union agrees that the Job Stewards will perform their duties as efficiently as possible and the Employer agrees to grant reasonable time for the performance of such duties.

15.11 Job Stewards shall be recognized on all jobs and other than Superintendent, General Foreman and Foreman shall be one (1) of the last Employees terminated or transferred from any job of four (4) or more Journeymen unless by mutual agreement.

15.12 Reduction in Crews

Should it be necessary to reduce the working forces on the job or in the shop, the Employer shall lay off or terminate their employment in the following sequence:

First	the potential member
Second	the travel card members (members of Sister U.A. Locals)
Last	members of Local 324.

In reduction of crews over twenty (20) men, the Job Steward will be given a layoff list at least four (4) hours prior to termination.

ARTICLE 16.00 -- NON-UNION WORKMEN AND MATERIALS

16.01 The Union reserves the right to render assistance to other labour organizations; refusal on the part of Union members to work with non-Union workmen or use material produced under non-Union conditions shall not be deemed a breach of this Agreement. In all such cases the Joint Conference Board will be given prior notice and a meeting held if requested and further approval obtained from the Building Trades Council involved.

ARTICLE 17.00 -- ACCESS TO JOBS BY UNION

17.01 The Business Representative of the Union shall have access to all jobs and shops at all times during working hours

ARTICLE 18.00 -- WAGES

18.01 Wage Scale and Table of Fund Contributions:

	<u>Expiry</u>	<u>Oct 23/05</u>	<u>May 1/06</u>	<u>May 1/07</u>	<u>May 1/08</u>	<u>May 1/09</u>
Wage Rate	\$27.09	28.65	31.06	32.44	\$33.47	\$34.05
Vacation & Stat	3.25	3.44	3.73	3.89	4.02	4.09
Health & Welfare	1.95	2.00	2.10	2.10	2.20	2.30
Pension	3.00	4.25	4.25	4.25	4.50	4.75
M.T.P.F.	0.19	0.13	0.13	0.13	0.13	0.13
*CLR Contract Administration Fund	0.11	0.13	0.13	0.13	0.13	0.13
Apprenticeship Funds	0.30	0.30	0.35	0.30	0.30	0.30
Construction. Industry Funds	0.07	0.07	0.07	0.07	0.07	0.07
Total Package	\$35.97	\$38.97	\$41.82	\$43.31	\$44.82	\$45.82

* Includes GST

Apprentices shall be paid not less than the following wage scale:

0 – 950 hours	45% of Journeyman rate
951 hours	55 % of Journeyman rate
1900 hours	60% of Journeyman rate
2850 hour	65% of Journeyman rate
3800 hours	70% of Journeyman rate
4750 hours	75% of Journeyman rate
5700 hours	85% of Journeyman rate
6650 hours	90% of Journeyman rate
7600 hours	100% of Journeyman rate

Apprentices shall receive a portion of the pension contribution equal to the portion of the journeyman wage rate to which they are entitled. Once Government Qualified Journeyman status is reached, full pension contributions shall be paid.

18.02 Foremen

When five (5) or more men are employed on one (1) job, one (1) shall be designated a Foreman and a minimum of fifteen percent (15%) per hour above the Journeyman rate shall be paid for the Foreman. General Foremen shall be paid a minimum of twenty percent (20%) per hour over the Journeyman's rate. The Foreman shall not be required to work with the tools when the work crew exceeds five (5) Employees.

18.03 Instrument Calibrators

Employees working as Instrument Calibrators shall be paid one dollar (\$1.00) per hour over the Journeyman wage rate. This premium shall not apply to Employees working as Instrument Calibrators who are already receiving the Foreman's premium.

18.04 Class Two (2) Gasfitters

Employees working as Class Two (2) Gasfitters shall be paid one dollar and fifty cents (\$1.50) per hour over the Journeyman wage rate. This premium shall not apply to Employees working as Class Two (2) Gasfitters who are already receiving the Foreman's premium.

18.05 Swinging Scaffold

Employees while working from a swinging scaffold or bosun's chair shall be paid five percent (5%) per hour over their regular rate of pay.

18.06 Underground Clause

"On industrial projects employees required to work underground shall receive prevailing rates plus ten percent (10%). This clause shall not apply to work performed within basements of buildings or open ditches."

18.07 Holiday Pay

Holiday pay shall be twelve percent (12%) of total gross earnings (not fringe benefits) consisting of six percent (6%) for annual holidays and six percent (6%) for Statutory Holidays. Holiday pay to be paid at least once a month on a regular pay day. The Employee may elect to have his holiday pay held until such time as he takes his annual holidays or on termination.

18.08 Employees shall not work for wages during their annual holidays.

18.09 Pay Day

The regular pay day shall be at least once every two (2) weeks as agreed upon between the Employer and Local Union 324 and wages shall be paid before quitting time. The Employer shall pay an advance on alternate weeks to any Employee when he requests it. Any Employer who wishes to mail Employees' cheques must have the consent of the Employees. Charges for cheque cashing at any British Columbia bank are the responsibility of the Employer.

18.10 If a job is in the same area as the shop or if a payroll department is set up on the project, then the Employees shall be paid their wages in full immediately at termination, and also, if an Employee wishes to terminate he must give EIGHT (8) hours notice in order to receive his pay at the completion of the regular day shift, and on other shifts the Employee must be paid before the completion of the regular day shift following the shift on which he is working.

18.11 Where the job is not located in the area where the firm is established or there is no payroll department set up on the job, then the Employer will send the Employee's cheque by courier the next working day to the Employee's home or to the Union hall if so requested. Whenever possible a payroll office or cheque writing facilities shall be established on site.

ARTICLE 19.00 -- WELDERS

19.01 All Pipe Welders employed in connection with the installation of work under the terms of this Agreement shall be members of Local Union 324 and provide proof of their competency; this is not to include Welders who might be employed for short periods on alterations, repairs or temporary work -- short periods not to exceed eight (8) hours on any one (1) job on alterations, repairs or temporary work.

19.02 The Mechanical Trade Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure ticket or Certificate of Competency. However it is understood that regardless of results all tests shall be conducted on the Employer's time at the prevailing rate of wages and results of all tests are to be turned over to the Local Union upon request.

ARTICLE 20.00 -- PROTECTIVE CLOTHING AND TOOLS

20.01 When required, rubber boots and raincoats, pants and hats shall be furnished by the Employer on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the "Workers' Compensation Act", Accident Prevention Regulations. Protective clothing shall be supplied to Employees working in confined spaces on maintenance and repair jobs where certain conditions exist such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.

20.02 Employers shall supply Welders' helmets, leather jackets or arms (when necessary), goggles and gloves. All tools will be supplied by the Employer for all trades. Goggles and gloves will be supplied to fab shop Employees. Gloves will be supplied to all Employees working with Welders. Coveralls and gloves shall be supplied to all Employees working with fibreglass pipe and materials whether in shop or field construction.

20.03 When a tool box with a lock and key is supplied to any Journeyman Employee, he shall be responsible for the return of all tools and/or equipment issued to him by the Employer. In cases of theft of tools and/or equipment, both parties agree to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided by this Agreement.

ARTICLE 21.00 -- SAFETY CLAUSE

21.01 All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above-mentioned.

It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the WorkSafe BC. Regulations may be considered cause for dismissal.

21.02 Drug & Alcohol Policy

The Parties agree to adopt and abide by the provisions of the "Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule" for all work covered by this agreement.

ARTICLE 22.00 -- JOINT CONFERENCE BOARD AND ITS FUNCTIONS

- 22.01** A Joint Conference Board will be formed of five (5) members of Construction Labour Relations Association of BC and five (5) members of Local Union 324 who shall meet as requested by either party at which meeting three (3) members of each party will form a quorum, and in any case equal representation of both parties shall participate in the voting. Such Board shall have power on behalf of the respective parties hereto to adjust trade disputes or grievances or establish regulations governing the conduct of their members.

ARTICLE 23.00 -- PROCEDURE TO BECOME SIGNERS

- 23.01** The Party of the Second Part agrees that it will have its members work only for Employers who are signatory to this Agreement on work covered by this Agreement. Whenever a vacancy occurs in any shop, the Local Union must be given the first opportunity to fill the vacancy.

ARTICLE 24.00 -- WORKING PARTNERS AND SHAREHOLDERS

- 24.01** Any person conducting a shop as a sole proprietorship under the jurisdiction of this Local Union retains the right to work with the tools. When a Company whose place of business is established outside the jurisdiction of the local Union 324 and such Company wishes to exercise this Clause, the Company shall not be entitled to utilize the U.A. Constitution to bring other Employees in that are members of the United Association as supervision.
- 24.02** Where two (2) or more persons are conducting a shop as a legal partnership under the "Partnership Act" of the Province of British Columbia, only one (1) of such persons has the right to work with the tools, and only that one (1) will be recognized by the Local Union as a working partner. Such working partner must be designated by the persons conducting the shop as a partnership at the time this Agreement is entered into, and the declaration of partnership filed under the "Partnership Act" must be produced by such persons to the Joint Conference Board if requested.
- 24.03** Where a limited liability company is operating a shop under the jurisdiction of Local Union 324 only one (1) active major shareholder of such limited liability company has the right to work with tools, and no other member of the company shall have the right to work with the tools. Within the terms of this paragraph, "Major" means ten percent (10%) of equity worth of the company.

The working shareholder or partner shall obtain from the Union an identification card and shall carry the card on his person on the job site. For working shareholder or partner industry fund contributions refer to the Joint Conference Board letter of understanding dated September 8, 1980.

- 24.04** Provided, however, that such shops having a working member shall employ Journeymen of Local Union 324 and work under the same conditions as applied to Journeymen, such Journeymen so employed shall not be subject to dismissal for lack of work and the Employer or shareholder complete such installation.

- 24.05** No member of the United Association will be permitted to contract, or sub-contract or "lump" the installation of any plumbing, heating, sprinkler or pipe work or any other work under the jurisdiction of the United Association or to work in any shop where sub-contracting is done as above.

ARTICLE 25.00 -- DISPUTES AND GRIEVANCES

- 25.01** In case of any dispute or grievance arising that cannot be settled informally by the member representative of the Union and Employer, it will be referred to representatives of the parties. If the dispute or grievance remains unsettled, it will then be referred to the Joint Conference Board and such Board shall meet within twenty-four (24) hours if necessary. In any case, any grievance that is not submitted in writing to the other party within one (1) week of the time the cause of such grievance should have been known, shall be deemed to have been abandoned. Any variation from this Clause would only take place in very exceptional circumstances such as a complete lack of communication facilities, etc.
- 25.02** If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved by the Joint Conference Board upon its having been considered by the Joint Conference Board, then either of the parties to the dispute or grievance will be at liberty to refer the dispute or grievance to an Arbitration Board in the manner hereinafter provided for.
- 25.03** A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the parties and their members.

ARTICLE 26.00 -- ARBITRATION PROCEDURE

- 26.01** The Joint Conference Board on a majority vote shall determine the validity of a dispute or grievance. If the grievance or dispute is declared valid and either party refuses to appoint a member to the Arbitration Board, the party requesting arbitration shall be authorized by the Joint Conference Board by letter to apply to the Minister of Labour for the appointment of a member to the Arbitration Board on behalf of the other party.
- If a majority vote of the Joint Conference Board rules that the dispute or grievance is not valid, no further action shall be instituted by the party concerned regarding that specific dispute or grievance. If the Joint Conference Board reaches a deadlock on the validity of a dispute or grievance then such dispute or grievance may be processed in accordance with the procedure outlined under Article 26 (Sections 26.02 to 26.07 inclusive).
- 26.02** Either party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matters in dispute. Nothing contained in this Clause shall preclude the right of any signer to this Agreement to proceed to arbitration.
- 26.03** The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- 26.04** The two (2) Arbitrators so appointed shall confer to select a third party to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third person.
- 26.05** The Arbitration Board shall sit, hear the parties, settle the term of the question or questions to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman, provided that the time may be extended by agreement of the parties.
- 26.06** The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be the award of the Board and it shall be final and binding upon the parties and they shall carry it out forthwith.

- 26.07** Each party shall pay its own cost and expense of arbitration, the remuneration and disbursement of its Minister of Labour (in compliance with Section 26.01 of this Clause) shall be paid by the party the said appointee is representing. One-half (½) the compensation of the Chairman and of the stenographer and other expenses of the Arbitration Board shall be paid by each party.

ARTICLE 27.00 -- PIPING INDUSTRY TRUST FUNDS

- 27.01** It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Trust Funds as outlined in this Clause, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collection of Trust Fund monies.

27.02 Vancouver Island Piping Industry Joint Training Committee Fund

Effective May 1, 2006 thirty-five cents (\$0.35) for each hour earned by each Employee shall be paid to the Vancouver Island Piping Industry Joint Training Committee Local Fund. This amount shall include five cents (\$0.05) per hour to be contributed by Local 324 to the Canadian Training fund and a five cent (\$0.05) per hour increase in the Local 324 apprenticeship fund. Both contributions shall be made to the Local 324 apprenticeship fund.

Effective May 1, 2007 this amount will be reduced to thirty cents (\$0.30) per hour earned.

27.03 Health and Welfare Plan

Each Employer shall contribute effective May 1, 2006 two dollars (\$2.00) per hour earned to the Health and Welfare Plan. This amount shall increase to two dollars and ten cents (\$2.10) effective May 1, 2007, then two dollars and twenty cents (\$2.20) effective May 1, 2008 and finally, two dollars and thirty cents (\$2.30), effective May 1, 2009. Operation of this plan shall be governed by the Trustees of the Health and Welfare Plan, such Trustees to be selected in accordance with the terms of this Agreement.

- 27.04** Trustees of the Health and Welfare Plan shall be six (6) in number comprising of three (3) Union Nominees and three (3) Victoria Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated November 24, 1967 between the parties to this Agreement.

27.05 Pension Plan

Each Employer shall effective May 1, 2006, contribute four dollars and twenty-five cents (\$4.25) per hour, effective May 1, 2008, four dollars and fifty cents (\$4.50) earned by each Employee to the Pension Plan and finally, effective May 1, 2009, four dollars and seventy five cents (\$4.75) per hour earned. Operation of this plan shall be governed by the Trustees of the Pension Plan. This contribution is in addition to compulsory Government Pension Plans.

- 27.06** Trustees of the Pension Plan shall be six (6) in number comprising three (3) Union Nominees and three (3) Victoria Mechanical Industrial Relations Association Nominees. A quorum shall consist of four (4) members. The complete policies, management and control of this plan will be controlled by this Board of Trustees. This Fund will be used for the purposes of and in accordance with the Trust Agreement dated November 24, 1967 between the parties to this Agreement.

27.07 Mechanical Trade Promotion Fund

Contributions shall be made by the Employers for each hour earned by each Employee to the Mechanical Trade Promotion Fund and which shall include the cost of welding tests, Gasfitters, Plumbers, Steamfitters, Oil Burner Mechanics, Sprinkler Fitter's annual ticket renewals for the performance of their work. Testing costs are confined to the charges for the tests and renewal tickets.

Operation of this fund shall be governed by the Mechanical Trade Promotion Fund Trust Agreement which is part of this Agreement.

Effective October 25, 2005, thirteen cents (\$0.13) per hour for each hour earned by Employees covered by this Agreement must be paid to the Mechanical Trade Promotion Fund.

ARTICLE 28.00 -- CONSTRUCTION INDUSTRY FUNDS

28.01 Effective October 25, 2005, seven cents (\$0.07) per hour, for each hour earned by each Employee, shall be paid to the Construction Industry Fund by all signatory Employers. This amount shall be allocated as follows:

U.A. Local 324 Affiliation Fund	\$0.03
B.C. Rehabilitation Fund	\$0.02
B.C. Jurisdictional Assignment Plan Fund***	\$0.01
BCBCBTU Fund*****	\$0.01

The provision for funding the BC Construction Industry Health & Safety Council shall be deleted, effective

***Jurisdictional Assignment Plan of the British Columbia Construction Industry

Effective June 14, 2002, the current funding of \$0.015 per hour will be reduced by \$0.005 per hour based upon the restructuring of the Plan by the Trustees.

*****BCBCBTU Funding

Effective June 14, 2002, the Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours worked or earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

28.02 ** Contract Administration Fund**

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

28.03 Supplemental Dues Checkoff

The Employer shall deduct for a Dues Supplement an amount of money as agreed to from time to time by the general membership under proper resolution passed by the General Membership of Local Union 324 on behalf of all hours earned by all Employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of Plumbers Local 324 through the designated Trust Company no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each Employee shall submit a written authorization to his Employer as a condition of employment which shall be supplied by the Union.

Collection of the Dues Supplement shall come under the same provisions that govern "The Piping Industry Trust Funds", Article 27.

28.04 Payment of Trust Fund Contributions and Dues Checkoff

All fund contributions are due and payable on or before the fifteenth (15th) day of the month following the month in which the obligation arose to pay the contributions.

All fund contributions shall be made in accordance with a Standard Form approved by the Joint Conference Board.

28.05 Delinquent Payments and Inspection

The duly appointed representative of the Joint Conference Board shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable, in addition to the contributions, for the cost of such inspection and audit.

It is agreed that timely contributions to the Trust Funds provided for in this Agreement are essential for the protection of the beneficiaries. It is also agreed that delinquency and continued failure to remit these contributions to the Trust Funds is a breach of the Agreement under which the Employer is bound, and it shall not be a violation of this Agreement for the Union to remove Employees covered by the terms of this Agreement from the jobs of a delinquent Employer.

ARTICLE 29.00 -- WAGE BOND

- 29.01** Before Union members are dispatched to any Employer who has not been signatory to a U.A. Agreement in British Columbia for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union up to a maximum of one thousand dollars (\$1,000.00) per Employee and a total maximum of fifteen thousand dollars (\$15,000.00) with the B.C. Pipe Trades Association for use in default of wages, pension contributions, welfare contributions, vacation pay, Statutory Holiday pay or any other contributions provided by the Collective Agreement. When no longer required, such bond, by mutual consent of the Union and the Employer concerned, shall be terminated, but where mutual consent cannot be achieved, the matter shall be subject to the Arbitration Procedure provided in Article 26.

ARTICLE 30.00 -- B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

- 30.01** Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 30.02** The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- 30.03** The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the plan.
- 30.04** The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided for in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- 30.05** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

ARTICLE 31.00 -- SAVING CLAUSE

- 31.01** It is assumed by the parties hereto that each provision of the Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 32.00 -- ENABLING CLAUSE

- 32.01** The Local Union, in conjunction with the Employer's representative or the Employers bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive and should the necessity arise, may, by mutual agreement and in writing, amend or delete any terms or conditions of the Agreement for the length of the job.

No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

ARTICLE 33.00 – MORE FAVOURABLE AGREEMENTS

- 33.01** In the event the Union enters into any agreement with any other individual Employer and/or group of Employers which provides for wages and/or other terms and/or conditions, in whole or in part, which the Employers signatory to this agreement consider to be more favourable, such wages and/or other terms and/or conditions shall automatically become part of this agreement and shall replace, as required, any/all corresponding provisions of this agreement.

33.02 Other Considerations

Consider other provisions and proposals which may assist in increasing both employment opportunities for union members as well as market share for signatory Employers. This includes the discussion and resolution of any issues related to the restructuring of Local 324's geographical boundaries and how best to deal with that restructuring in a manner which best promotes the Employer's ability to secure work and the Union's ability to provide work opportunities for its membership.

33.03 Housekeeping

Review all documents and make wording/format changes to address related inconsistencies/errors.

ARTICLE 34.00 -- TERM OF AGREEMENT

- 34.01** This Agreement shall be effective as from May 1, 2004 and shall remain in effect until April 30, 2010 and thereafter from year to year until a new agreement is concluded by the parties.
- 34.02** Either party wishing to amend the Agreement will notify the other party by giving written notice in accordance the Labour Code of B.C.
- 34.03** Either party sending out such notice shall append the individual numbers of Clauses of the Agreement which they desire to change to the actual changes, additions or amendments that are desired.
- 34.04** The operation of Section 50(2) and 50(3) of the Labour Code of B.C. is hereby excluded.

34.05 All matters not covered by a specific date of application within the Agreement will become effective on the actual date which this Agreement is signed by the parties.

SIGNED THIS _____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

LOCAL 324, UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA

LETTER OF UNDERSTANDING

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.
(hereinafter referred to as "The Association")

AND:

**LOCAL UNION NO. 324 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA**

(hereinafter referred to as "The Union")

RE: ADMINISTRATION FUND

It is understood and agreed that U.A. Local 324 will collect and forward all monies designed for the Contract Administration Fund and received in accordance with the standard remittance form, to the Construction Labour Relations Association of B.C. Payment to the Association shall be made by the Administrator by the first day of the month following the month in which it was received.

The U.A. Local 324 will provide a monthly statement to the Association along with the payment and shall provide the Association with an annual letter from the Construction Industry Fund auditors attesting to the calculations of the said Funds' collection and disbursements.

It is understood that any cost incurred in remittance notification or changes thereof shall be borne by the Association.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

LOCAL 324, UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA

